



NOTICE OF SOLICITATION

SERIAL 03109-S

**INVITATION FOR BIDS FOR: TRASH REMOVAL SERVICE
(NIGP 91027)**

Notice is hereby given that sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M./M.S.T. on SEPTEMBER 16, 2003**, for the furnishing of the following for Maricopa County. Bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **"SERIAL 03109-S INVITATION FOR BIDS FOR TRASH REMOVAL SERVICE."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this request for bids must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS BID AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT <http://www.maricopa.gov/materials>. ANY ADDENDUM/ADDENDA TO THIS SOLICITATION WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

**BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT
BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS
MANAGEMENT CENTER**

INQUIRIES:

**CHARLES HINEGARDNER
PROCUREMENT CONSULTANT
TELEPHONE: (602) 506-6476**

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON TUESDAY, AUGUST 26, 2003, AT 9:00 A.M. AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 W. JEFFERSON STREET, PHOENIX, AZ 85003.

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

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NO RESPONSE

Contractors not responding to this bid are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494.

MARK OUTSIDE ENVELOPE "SERIAL 03109-S"

Responses must be received **By 2:00 P.M., SEPTEMBER 16, 2003**. Contractors failing to submit a bid, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL **03109-S**

TITLE: **TRASH REMOVAL SERVICE**

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

REASON FOR NO BID:

- _____ Insufficient time
- _____ Do not handle product/service
- _____ Other: _____

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR BID

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference.

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

THESE FORMS MAY BE LOCATED AT <http://www.maricopa.gov/materials>. M/WSBE PARTICIPATION FORMS.

SPECIFICATIONS ON INVITATION FOR BID FOR: **TRASH REMOVAL SERVICE
(NIGP 91027)**

1.0 INTENT:

The intent of this call for bids is to establish a source for three types of trash removal services:

Group 1:

Provide and schedule front load trash containers and open-top roll-off containers, including hauling and dumping of same for County sites,

Group 2:

Provide enclosed trash compactor units, as specified, and full maintenance coverage,

Group 3:

Provide hauling and dumping of trash compactor units on a scheduled basis.

Note: Other County departments may use this contract for trash removal service. Facilities Management is not responsible for contract administration for services requested by other County agencies.

2.0 TECHNICAL SPECIFICATIONS:

GROUP 1: FRONT LOAD AND OPEN TOP ROLL-OFF SERVICE:

- 2.1 Contractor shall provide the County with front load units as listed in Attachment A, PRICING. All containers will have appropriate lids, and will be flat bottomed. In addition, all containers shall be neat, clean, painted, and have a presentable in appearance. Lids may be metal or plastic.
- 2.2 Some units will require locking devices. Pricing for locking devices for front load units will be line item priced. The Contractor shall be notified in the post award conference, which units are to have locking devices. The padlock will be the responsibility of the County.
- 2.3 Some units must have caster-type wheels. These units are identified in Attachment A, PRICING.
- 2.4 There may be times when County agencies will require front load units or open top roll-off units on a "temporary" basis. Temporary meaning short-term. It shall be the Contractors responsibility to provide either front load units or open top roll-off units for such requests. Delivery and final pick-up charges will be imposed to the County agency for such temporary service.
- 2.5 The Contractor will not be required to pick up any refuse or garbage not placed in the containers (bagged or not). However, any refuse dropped during unloading onto the Contractor's truck must be picked up by the driver (Exceptions see §2.8.2).
- 2.6 Prices are based on a per container basis for each pull so that additional units may be added or deleted, and frequency of pulls may be changed during the contract period as necessary. A matrix pricing chart is provided in Attachment A, PRICING, to be filled-in by the bidder.
- 2.7 Contractor assigned to Group 1 shall provide all necessary labor and repair parts, and/or exchange units, to assure that all equipment remains in good operating condition at all times. Contractor shall also provide an alternative method of trash removal in the event designated equipment is inoperable for more than six (6) hours.

2.8 SCHEDULED SERVICE FOR FRONT LOAD UNITS:

- 2.8.1 If the Contractor closes business due to a holiday, and the County's scheduled service day falls on the holiday, the Contractor shall service the site one-day prior or one day after the holiday. The County shall have final decision on any conflicts that arise on this matter.

2.8.2 The Contractor shall adhere to the schedule and shall complete all scheduled pick-ups unless circumstances occur which are beyond the control of the Contractor. Scheduled pick-ups, which are missed, shall be rescheduled the following business day as a priority. Any scheduled pick-ups not completed shall cause the invoice to be short-paid on a pro-rated amount of the monthly rate. Additionally, when a missed pick-up causes the trash bin to overflow, the driver shall be required to pick up any trash that has been stockpiled around the trash bin. Failure to do this will require the driver to return and pick-up any loose trash or bagged at no additional cost to the County. This shall be the only exception requiring a driver to pickup up extra trash that is stockpiled around the bin.

2.8.3 Contractor Schedules Versus County Schedules:
In Attachment A, PRICING, the days of the week are posted for scheduled pickups. If the Contractor believes a more efficient scheduling can be obtained to better serve his customer base (based on other customers he may have in the geographical area), he must do so in writing to the Contract Administrator of this contract. If approved, the scheduling shall be changed.

2.9 OPEN TOP ROLL-OFFS:

2.9.1 All new accounts that are established, a delivery charge will be imposed. If and when the account is cancelled, there shall be a pickup charge (See also §2.9.2).

2.9.2 Each open top roll-off shall incur a pull charge when called to be emptied (or if on a schedule). This charge shall be imposed every time the unit is pulled onto the hauler's truck for dumping purposes. There will be an additional charge when a unit is picked up due to cancellation of services.

2.9.3 Minimum weight: three (3) tons, if more, additional charges per ton based on landfill rates in effect.

2.9.4 Unit must be pulled a minimum of one (1) time per month while in possession of the County department. If Contractor is not called out to pull at least "one" time per month, the monthly rental fee rate will be charged in place of the pull rate. This must be delineated on the Contractor's invoice as a NO PULL RATE.

2.9.5 Landfill fees shall be a pass through without markup to the County. As the Contractor does not control landfill charges, these to be billed at the prevailing landfill rates. Can be escalated yearly if documentation provided.

2.9.6 Overweight Fines:
Shall be paid by Contractor and as pass-through to the County without mark-up. Additionally, the Contractor must notify the Contract Administrator of FMD if overweight roll-offs are occurring

2.10 CLEANING AND MAINTENANCE OF FRONT LOAD AND OPEN TOP ROLL-OFF UNITS:

It shall be the Contractor's responsibility to keep the front load units and open top roll-offs in a clean appearance. Contractor must keep units clean, painted, and presentable. Lids on front load units must be undamaged and functional.

If necessary, the units are to be cleaned inside and outside by Contractor as deemed necessary. If a unit is found to be dirty and the Contractor has not initiated and scheduled the unit to be cleaned, the cleaning must be performed if so directed by the County. Failure of Contractor to comply with a request to clean any unit, will result in the County having unit cleaned by another source and the cost of such deducted from any monies due the Contractor.

GROUP 2: COMPACTOR RENTAL

2.11 COUNTY WILL PROVIDE:

- 2.11.1 Necessary concrete or suitable hard surface for compactor to be placed upon.
- 2.11.2 Electrical power, with disconnect within six (6) feet of unit.
- 2.11.3 Dock areas where needed to facilitate operational hook-up.

2.12 SPECIAL UNITS:

- 2.12.1 Special Compactor at Madison Street Jail, north side unit:
Bidders are encouraged to visit this site and inspect the current compactor located on the north side at the dock. This compactor is designed to grab and tip the County's 3-yard mobile dollies. The dolly bins are owned by Maricopa County.
- 2.12.2 Special Compactor at Madison Street Jail, south side unit:
The south side compactor at the dock is a standard 35-yard unit. This compactor is filled via a tipper unit mounted to the dock. The County owns the tipper unit. Repairs to the tipper will be the responsibility of the compactor rental company. A line item hourly rate is established in Attachment A, PRICING. Should this unit require replacement, all vendors under this contract shall have an opportunity to quote the replacement product.
- 2.12.3 County Administration Building:
As this site requires a low profile unit due to height restrictions when loading and unloading from truck, it is recommended each bidder inspect the site and unit.
- 2.12.4 MCSO Food Factory:
See specification for sound beam in §2.13.2-J

2.13 GENERAL TECHNICAL SPECIFICATIONS FOR ROLL-OFF SELF CONTAINED TRASH COMPACTORS:

- 2.13.1 The compactor units will be used for a combination of kitchen-type food waste and dry trash. Specifications listed are general, may be more or less than listed.
- 2.13.2 General Equipment Requirements:
 - (A) County prefers the compactor to be American Manufacture, and have components of UL listing,
 - (B) 35-cubic yard self contained
 - (C) 230/480 VAC, 3-phase, 10 h.p.
 - (D) Electric control voltage: 120 VAC
 - (E) Panel box assembly UL rated, key operated
 - (F) All circuits fused
 - (G) No pressure switch machines or limit switch machines
 - (H) 3-pushbutton station: start/stop/reverse; Push buttons to be Allen-Bradley 800T series type or better
 - (I) Units to have loading hopper and operating controls station
 - (J) Food Factory units (2 each) at the MCSO Food Factory on Lower Buckeye Road will require an automatic operating feature via the use of a sound beam, to be installed at the charge chamber of the compactor and will, at a predetermined level, cause the compactor to automatically cycle one-time for continuous unattended operation. This system automatically starts a cycle (or multiple of cycles) in an unattended operation by the use of the sound beam when the charge chamber is 80% full.
 - (K) Must ANSIZ 1-1990 Safety Standards.

- (L) The supplied equipment shall conform to NSWMA ratings and standards
- (M) The Contractor must stock a complete array of compactor parts in their inventory.
- (N) Compactors shall be keyed alike and have the same characteristics:
 - Automatic operation with key-lock selector switch
 - Hand/manual operation to full compactor load to 100% hydraulic force.

- 2.14 Compactors rented by the County that require repairs shall be so performed on-site and unit shall not be out-of-service more than twenty-four (24) hours. A penalty of 1/30th of the monthly rental fee shall be deducted for each four (4) hour interval over the twenty-four hour limit. The Contractor shall be responsible to ensure the County receives the full use of a compactor.
- 2.15 The compactors shall be placed on an all-inclusive maintenance program. The cost of such shall be included in the monthly rental fee. All parts (See exception), labor, transportation, supervision, hydraulic oils, filters, materials, hoses, supplies, etc. shall be included in the full maintenance. The only part that is an exception to the full maintenance is: compactor tailgate seal and labor to replace same.
- 2.16 Damages caused by the County to the compactor equipment are billable to the County. Damages caused by the Hauler shall be directed at the Hauler by the compactor firm. Damages caused by other than County or Hauler shall be directed at the firm who caused the damage, by the compactor firm.
- 2.17 Repair service response time shall be six (6) hours on-site after receiving request from the County. The six hour response time shall carryover the next day if called into Contractor's office after 12:00 Noon.
- 2.18 **BILLABLE CHARGES:**
All billable charges must be invoiced separately from the rental charges. There are three labor rates based on time of service (See §2.24). There are no provisions for trip charges or mileage fees.

GROUP 3: COMPACTOR HAULING/DUMPING:

- 2.19 Each compactor shall incur a pull charge when called to be emptied (or if on a schedule). This charge shall be imposed every time the unit is pulled onto the hauler's truck for dumping purposes.
- 2.20 **OVERWEIGHT FINES:**
Shall be paid by Contractor and as pass-through to the County without mark-up. Additionally, the hauler must notify the Contract Administrator of FMD if overweight compactors are occurring.
- 2.21 Landfill fees shall be a pass through without markup to the County. As the Contractor does not control landfill charges, these to be billed at the prevailing landfill rates. These fees can be escalated yearly if documentation provided.
- 2.22 **CLEANING OF COMPACTOR UNITS:**
The hauling contractor shall be responsible to schedule and coordinate the cleaning process of the compactors as he has the resources to transport the unit to the cleaning facility. Compactors shall be steam cleaned inside and outside every six months, or if deemed sooner by the County. Compensation for such cleaning is line item priced in Attachment A, PRICING. The cleaning cost to include all transportation (to and from the cleaning site), labor, cleaning supplies, cleaning equipment, and all effort necessary to perform such service. This service to be billed separately from the monthly hauling invoice. Failure of Contractor to comply with a request to clean any unit, will result in the County having unit cleaned by another source and the cost of such deducted from any monies due the Contractor.

REQUIREMENTS FOR ALL GROUPS:

- 2.23 Contractors are not to change the service schedule without prior approval of the County.
- 2.24 The County operates on a twenty-four/seven schedule. It is expected all three groups will provide services based on this requirement. Normal County business hours are 6:00 AM – 6:00 PM. After hours are from 6:00 PM – 6:00 AM. All other times are considered weekend and holiday hours.
- 2.25 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants.
- 2.26 The Contractor shall make necessary repairs to the units, or while executing pick-up and/or delivery, in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or pick-ups and/or delivery performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.
- 2.27 **CHANGE IN SERVICES BY AUTHORIZED COUNTY PERSONNEL:**

Due to the enormity of the County, and the budgeted dollars established for trash services, only the following County departments/staff are authorized to place phone requests to change services (i.e. increasing can size; add more cans; change location; change in days of week pickup; etc.). The following County departments fund their own trash services, and therefore it is imperative that all changes be coordinated through them. If the Contractor arbitrarily adds/deletes services without the knowledge of the below listed personnel, there may not be enough budgeted dollars to pay for the additional cost at the end of the fiscal year. Each Contractor runs the risk of *non-payment for services* if he changes any container size or pickup days without having authorization from the County personnel listed below. Hence, it is imperative that all changes be channeled through these staff members ONLY. Failure of Contractor to follow these requirements may cause Contractor to incur cost of said changes if unauthorized

For Facilities Management accounts only:

Lydell Black 602/506-6327
Paul Lawrence 602/506-8754
Valerie Chavez 602/506-8975
Steve Varscsak 602/506-8198

For MCDOT accounts only:

Cynthia Robinson 602/506-8796

For Parks & Recreation accounts only:

Beth Seay 602/506-4743

For Human Services accounts only:

Steve Hedrick 602/506-4804

For MCSO accounts only:

Robert Barcelo 602/506-5312
Dorothy Gallagher 602/506-0211

Each authorized person above may make phone request for service changes within their respective accounts only.

Note to authorized County personnel:

After making any changes, the authorized person MUST notify either the Materials Management procurement officer or the Contract Administrator of FMD, so formal contract changes can be completed.

2.28 INVOICING:

Invoicing for service shall not be initiated until the last week of the month. Invoicing shall be submitted and **MUST** include the following:

Contract serial number and name
Purchase order number (or P-card notation)
Terms as bid
Month/year the services were performed
Site number and site name (i.e., 3311 Facilities Management)
Extended monthly service cost per site
Grand total

Note: Group 3, Compactor Haul/Dump, as this service is site driven (pull charges, pickup days, landfill fees, etc.), this type of service may be billed separately by site.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.29 BILLING PROCEDURES:

Sites are not to be individually invoiced unless all site billings can fit on one page. More than one page of listings will require individual sites as an attachment to one combined invoice (Sample shall be provided at Post Award Conference).

Monthly invoicing shall be billed to the departments responsible for the serviced sites.
(This to be clarified at the Post Award Conference):

Contractor(s) of record must create new individual accounts for the following departments:

FACILITIES MANAGEMENT SITES:

Facilities Management Department
401 W. Jefferson St.
Phoenix, AZ, 85003.

PARKS & RECREATION SITES:

Maricopa County Parks & Recreation Department
411 N. Central Ave. #470
Phoenix, AZ 85004

MCDOT SITES:

Maricopa County Department of Transportation
2222 N. 27th Ave.
Phoenix, AZ 85009

HUMAN SERVICES DEPARTMENT SITES:

234 N. Central Ave. #301
Phoenix, AZ 85004

MCSO SITES:

(to be announced)
Phoenix, AZ

2.30 TAX:

Taxes shall be imposed on front loader/compactor commodities (i.e., parts, materials) purchased by the County not covered on the full maintenance program. No tax shall be levied against labor, rental fees, delivery and pickup fees, or other services.

Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

2.31 CONTRACTOR QUALIFICATIONS:

- 2.31.1 For Group 1 FRONT LOAD/OPEN TOP, on letterhead, provide statement on how many years your firm has been in the front load/open top business. The County is requiring a minimum of three (3) consecutive years. Provide a statement of years in business, what city/state, and major accounts has your firm serviced. Provide a listing of quantity of hauling trucks, quantity/sizes of front load inventory, and quantity/sizes of open tops. Provide parts inventory statement for sufficient supply of repair parts and equipment to perform routine front load and open top repairs
- 2.31.2 For Group 2 COMPACTOR RENTAL, on letterhead, provide statement on how many years your firm has been in the compactor rental/leasing/sales business. The County is requiring a minimum of three (3) consecutive years. On letterhead, provide statement of years in business, what city/state, and major accounts has your firm serviced. Also state how your firm plans to provide the inventory of compactors needed by the County (i.e., already in inventory, special order). Provide parts inventory statement for sufficient supply of repair parts and equipment to perform routine compactor repairs.
- 2.31.3 For Group 3 COMPACTOR HAUL/DUMP, on letterhead, provide statement on how many years your firm has been in the compactor hauling business. The County is requiring a minimum of three (3) consecutive years. On letterhead, provide statement of years in business, what city/state, and major accounts has your firm serviced. Provide an inventory of hauling trucks used by your firm. What preventive maintenance program has your firm in place for these trucks.
- 2.31.4 For actual repair of the front load units, open top units, and compactor units, the Contractor must have factory trained repair service technicians on staff, and shall not use third party service/repair employees. On bidder's letterhead, provide such statement.
- 2.31.5 As part of the County's due diligence, these requirements shall be verified by FMD via a formal inspection after bid submittals and prior to bid award.

2.32 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications
- 3.4.2 Price
- 3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 INDEMNIFICATION AND INSURANCE:

3.5.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.5.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.5.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.5.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.5.3 Certificates of Insurance.

3.5.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date, to the Department of Materials Management.

3.5.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.5.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may/shall be considered non-responsive and not eligible for award consideration.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative inquiries shall be addressed to:

CHARLES HINEGARDNER, Procurement Consultant, 602-506-6476
chinegar@mail.maricopa.gov)

Technical inquiries shall be addressed to:

Steve Varscsak, Contract Administrator, FMD, 602/506-8198
steve.varscsak@FM.MARICOPA.GOV

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON TUESDAY, AUGUST 26, 2003, AT 9:00 A.M. AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 W. JEFFERSON ST., PHOENIX, AZ

3.9 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide two (2) original "hard copy" (labeled) and one (1) electronic copy of pricing on a 3.5" diskette. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

ALL REQUESTS FOR DISKETTES MUST BE FAXED TO THE PROCUREMENT CONSULTANT AT (602) 258-1573. IN ADDITION, TWO (2) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID.

NOTE: CONTRACTORS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR BIDS.

ATTACHMENT A
PRICING PAGE

SERIAL: 03109-S

PRICING SHEET: S049502 / B0602627 / NIGP 91027

BIDDER NAME:

F.I.D./VENDOR #:

BIDDER ADDRESS:

P.O. ADDRESS:

BIDDER PHONE #:

BIDDER FAX #:

COMPANY WEB SITE:

COMPANY CONTACT (REP):

E-MAIL ADDRESS (REP):

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

ACCEPT PROCUREMENT CARD: ____ YES ____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:

____ YES ____ NO ____ % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ____ YES ____ NO ____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10

NET 15

NET 20

NET 30

NET 45

NET 60

NET 90

2% 10 NET 30

1% 10 NET 30

2% 30 NET 31

5% 30 NET 31

1.0 PRICING:

All sites are listed in ascending order by County site number

GROUP 1 -- FRONT LOAD AND OPEN TOP ROLL-OFF

Front Load Units

Prices are PER MONTH (unless otherwise noted)

ATTACHMENT A
PRICING PAGE

FRONT LOAD MATRIX, PER MONTH CHARGES

		1X/WEEK	2X/WEEK	3X/WEEK	4X/WEEK	5X/WEEK	NON-SCHEDULED
1.1	3 YARD	\$	\$	\$	\$	\$	\$
1.2	4 YARD	\$	\$	\$	\$	\$	\$
1.3	6 YARD	\$	\$	\$	\$	\$	\$
1.4	8 YARD	\$	\$	\$	\$	\$	\$

Note: Non-scheduled are charges to pickup the unit as requested by the County that are not scheduled for pickup, per occurrence, and shall replace the 1X/WEEK charge

The quantity, size of can, and the number of times per week are shown for each site.

Example, 1-6YD/2X Tu, Th means: 1 six yard, picked up 2 times per week Tuesday and Thursday.

1.6	0406	MCDOT - Buckeye Yard 26449 W. Highway 85 Buckeye, AZ		1-6YD/1X	Tu	\$ /per mo.
1.7	0801	Estrella Mountain Regional Park 14805 W. Vineyard Ave. Goodyear, AZ	Sep-May Jun-Aug Jan-Dec	10-3YD/1X 4-3YD/1X 1-40YD/1X	M M	\$ /per mo. \$ /per mo. see Open Top pricing
1.8	1101	Cave Creek Recreation Area 37019 N. Lava Ln. Cave Creek, AZ	Sep-May Jun-Aug	7-3YD/1X 3-3YD/1X	M M	\$ /per mo. \$ /per mo.
1.9	1204	Equipment Services - North Valley 16821 N. Dysart Rd. Surprise, AZ		1-6YD/1X	Tu	\$ /per mo.
1.10	1401	MCDOT - Administration 2901 W. Durango Phoenix, AZ		1-8YD/3X	Tu, W, F	\$ /per mo.
1.11	1402	Flood Control - Administration 2801 W. Durango Phoenix, AZ		1-6YD/3X	M, W, F	\$ /per mo.
1.12	1404	Flood Control - Operations 2801 W. Durango Phoenix, AZ (casters)		1-4YD/2X	Tu, F	\$ /per mo.
1.13	1405	MCDOT - Highway Operations 2919 W. Durango Phoenix, AZ		1-6YD/2X	Tu, F	\$ /per mo.

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1.14	1408	MCDOT - Procurement & Distribution Center 2222 S. 27 Ave. Phoenix, AZ	1-6YD/3X	Tu, W, F	\$ _____/per mo.
1.15	1409	MCDOT - Traffic Operations 2909 W. Durango Phoenix, AZ	1-3YD/2X	Tu, F	\$ _____/per mo.
1.16	1501	Equipment Services/MCSO - Durango 3325 W. Durango Phoenix, AZ	1-6YD/5X	M-F	\$ _____/per mo.
1.17	1511	Telecommunications 3324 W. Gibson Ln. Phoenix, AZ	1-3YD/2X	Tu, Th	\$ _____/per mo.
1.18	1704	Juvenile - Durango Complex 3125 W. Durango Phoenix, AZ	5-6YD/5X	M-F	\$ _____/per mo.
1.19	1801	Animal Control Center 2325 S. 35 Ave. Phoenix, AZ	2-4YD/3X	M, W, F	\$ _____/per mo.
1.20	1909	MCSO - General Investigations 3455 W. Durango Phoenix, AZ	1-6YD/5X	M-F	\$ _____/per mo.
1.21	1910	MCSO - Property Management 3465 W. Durango Phoenix, AZ	1-6YD/2X	M, Th	\$ _____/per mo.
1.22	1916	Vacant 3345 W. Durango Phoenix, AZ	1-6YD/3X	M, W, F	\$ _____/per mo.
1.23	1918	Cafeteria - Durango 3341 W. Durango Phoenix, AZ	1-6YD/5X	M-F	\$ _____/per mo.
1.24	1920	Public Defender/MCSO 3335 W. Durango Phoenix, AZ	1-6YD/2X	M, Th	\$ _____/per mo.
1.25	1961	MCSO - Training Academy 2627 S. 35 Ave. Phoenix, AZ	1-6YD/1X	W	\$ _____/per mo.
1.26	1965	MCSO - Residential Treatment Center 3475 W. Durango Phoenix, AZ	1-6YD/1X	W	\$ _____/per mo.

ATTACHMENT A
PRICING PAGE

1.27	2006	Equipment Services - NW 16821 N. Dysart Rd. Surprise, AZ	1-6YD/1X	Tu	\$ _____/per mo.
1.28	2021	MCSO - Surprise Substation 13063 W. Bell Rd. Surprise, AZ	1-4YD/2X	Tu, F	\$ _____/per mo.
1.29	2022	MCSO - Surprise Shooting Range 21610 N. 167 Ave. Surprise, AZ	2-4YD	as requested	\$ _____/per occur
1.30	2025	Equipment Services 12975 W. Bell Rd. Surprise, AZ	1-6YD/1X	Tu	\$ _____/per mo.
1.31	2029	Superior Court - NW Facility 14264 N. Tierra Buena Ln. Surprise, AZ	1-4YD/4X	M, W, Th, F	\$ _____/per mo.
1.32	2042	Human Services - Headstart 8619 1/2 S. Avenida del Yaqui Guadalupe, AZ (casters)	1-4YD/2X	Tu, F	\$ _____/per mo.
1.33	2310	Adult Probation 6655 W. Glendale Glendale, AZ	2-4YD/3X	M, W, F	\$ _____/per mo.
1.34	2406	Guadalupe WIC 9206 S. Avenida del Yaqui Guadalupe, AZ	1-3YD/1X	Tu	\$ _____/per mo.
1.35	2507	Lake Pleasant Regional Park NW of Phoenix off Morristown/New River Highway 41835 N. Castle Hot Springs Rd. Morristown, AZ	Mar-Sep 30-6YD/2X Oct-Feb 15-6YD/1X	M, Th M	\$ _____/per mo. \$ _____/per mo.
1.36	2508	Desert Outdoor Center @ Lake Pleasant 41402 N. 87 Ave. Peoria, AZ	Oct-May 2-6YD/1X Jun-Sep 2-6YD/2X	F Tu, Th	\$ _____/per mo. \$ _____/per mo.
1.37	2701	McDowell Mountain Regional Park NW of Phoenix off Rio Verde Drive 15612 E. Palisades Dr. Fountain Hills, AZ	Oct-Apr 8-6YD/1X May-Aug 4-6YD/2X Sep 4-6YD/1X	F Tu, F F	\$ _____/per mo. \$ _____/per mo. \$ _____/per mo.

ATTACHMENT A
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1.38	2801	Justice Court - West Mesa 2050 W. University Dr. Mesa, AZ	1-6YD/1X	F	\$ _____/per mo.
1.39	2814	Adult Probation 245 N. Centennial Way Mesa, AZ	1-6YD/2X	Tu, F	\$ _____/per mo.
1.40	2852	Equipment Services - Mesa Service Station 155 E. Cuury Mesa, AZ	1-3YD/1X	Tu	\$ _____/per mo.
1.41	2853	MCSO - Mesa Substation 1840 S. Lewis Mesa, AZ	2-6YD/5X	M-F	\$ _____/per mo.
1.42	2856	Juvenile - SE Complex 1810 S. Lewis Mesa, AZ	2-6YD/5X	M-F	\$ _____/per mo.
1.43	3311	Facilities Management 401 W. Jefferson St. Phoenix, AZ (casters)	1-4YD/3X	M, W, F	\$ _____/per mo.
1.44	3315	Jackson St. Customer Service Center 601 W. Jackson Phoenix, AZ	2-4YD/2X	W, Th	\$ _____/per mo.
1.45	3317	Forensic Science 701 W. Jefferson St. Phoenix, AZ (casters)	1-3YD/2X	Tu, F	\$ _____/per mo.
1.46	3401	Superior Court - OCH 125 W. Washington St. Phoenix, AZ	1-6YD/3X	M, W, F	\$ _____/per mo.
1.47	3801	Emergency Management 2035 N. 52 St. Phoenix, AZ	1-3YD/1X	Tu	\$ _____/per mo.
1.48	3807	Public Health 1825 E. Roosevelt Phoenix, AZ	1-6YD/5X	M-F	\$ _____/per mo.
1.49	3810	MCDOT 40 St. & Union Hills Phoenix, AZ	1-6YD/1X	Tu	\$ _____/per mo.
1.50	3817	Adult Probation 1022/1029 E. Garfield Phoenix, AZ	1-6YD/3X	M, W, F	\$ _____/per mo.

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1.51	3824	Library - North Central Regional 17811 N. 32 St. Phoenix, AZ	1-6YD/3X	M, W, F	\$ _____/per mo.
1.52	3913	Agricultural Extension Co-op 4341 E. Broadway Phoenix, AZ	1-6YD/1X	Tu	\$ _____/per mo.
1.53	3933	Adult Probation - Southport 3535 S. 7 St. Phoenix, AZ (casters)	1-3YD/1X	M	\$ _____/per mo.
1.54	4012	Public Health Homeless Outreach 1201 W. Madison St. Phoenix, AZ	1-4YD/3X	M, W, F	\$ _____/per mo.
1.55	4041	MAPS (AHCCCS Eligibility) 725 W. Madison St. Phoenix, AZ	1-3YD/1X	Tu	\$ _____/per mo.
1.56	4121	MCSO - L.E.D.C 2656 N. 38 Ave. Phoenix, AZ	1-6YD/1X	Tu	\$ _____/per mo.
1.57	4126	Justice Court - NW 11601 N. 19 Ave. Phoenix, AZ	1-6YD/1X	Tu	\$ _____/per mo.
1.58	4136	Flood Control - NW Yard 9601 N. 21 Ave. Phoenix, AZ Yard open Mon-Thurs 4AM-6PM	1-6YD/1X	Tu	\$ _____/per mo.
1.59	4157	Security Building 222 N. Central Ave. Phoenix, AZ	3-4YD/5X	M-F	\$ _____/per mo.
1.60	4602	Assessor - Scottsdale Branch 15023 N. 75 St. Scottsdale, AZ	1-6YD/1X	W	\$ _____/per mo.
1.61	4608	Justice Court - Scottsdale 8230 E. Butherus Scottsdale, AZ	1-6YD/1X	W	\$ _____/per mo.
1.62	5105	Animal Control Center 2630 W. 8 Ave. Mesa, AZ	2-4YD/2X	M, Th	\$ _____/per mo.

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1.63	5502	Usery Mountain Recreation Area 3939 Usery Pass Rd. Mesa, AZ	Nov-May Jun-Oct	11-3YD/1X 5-3YD/1X	F F	\$ _____/per mo. \$/per mo.
1.64	5701	White Tank Mountain Park NW of Phoenix 13025 N. White Tank Mountain Rd. Waddell, AZ	Sep-May Jun-Aug	4-6YD/2X 4-6YD/1X	M, Th F	\$ _____/per mo. \$/per mo.
1.65	6202	Materials Management/MCSO Warehouse 319 W. Buchanan Phoenix, AZ	(casters)	1-6YD/5X	M-F	\$ _____/per mo.
1.66		OTHER: Lock Bars: (cost will be imposed on the monthly rental as a separate line item charge)				\$ _____/each
1.67		Temporary service, front load rates shall be calculated using the Matrix. There will be a special one-time delivery/set-up charge combined with a final pickup charge. The same charge for all sizes:				\$ _____/one time
1.68		Dry run or relocations charge:				\$ _____/per occur
<i>Open Top Roll-Off (20/40 YD)</i>						
1.69		Delivery and pickup charge: (new account)				\$ _____/one time
1.70		Pull charges: (Monday - Friday)				\$ _____/each pull
1.71		Pull charges: (Weekend/holiday)				\$ _____/each pull
1.72		Rental fee:				\$ _____/per month
1.73		Dump fees:				\$ _____/per ton

GROUP 2 -- COMPACTOR RENTAL

Prices are PER MONTH

1.74	1403	MCSO - Estrella Jail 2939 W. Durango Phoenix, AZ	1-35YD	\$ _____/per month
1.75	1601	MCSO - Durango Jail 3225 W. Durango Phoenix, AZ	1-35YD	\$ _____/per month
1.76	1612	MCSO - Towers Jail 3127 W. Durango Phoenix, AZ	1-35YD	\$ _____/per month

ATTACHMENT A
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1.77	1962 MCSO - Food Factory 3150 W. Lower Buckeye Rd. Phoenix, AZ	3-35YD	\$ _____/per month
1.78	1963 MCSO - Laundry 3170 W. Lower Buckeye Rd. Phoenix, AZ	1-35YD	\$ _____/per month
1.79	2855 SE Public Facility 222 E. Javelina Mesa, AZ	1-35YD	\$ _____/per month
1.80	3309 MCSO - Madison Street Jail 225 W. Madison St. Phoenix, AZ Compactor - South W/ dock mounted tipper	1-35YD	\$ _____/per month
1.81	3309 Madison Street Jail (ECB) 225 W. Madison St. Phoenix, AZ Compactor - North W/ built-in tipper	1-35YD	\$ _____/per month
1.82	3310 County Administration Bldg. 301 W. Jefferson St. Phoenix, AZ	1-35YD	\$ _____/per month

Labor, to repair compactor not covered under
full maintenance :

(Also to repair other ancillary equipment)

1.83	County business hours:	\$ _____/per hr.
1.84	After hours:	\$ _____/per hr.
1.85	Weekends/holidays:	\$ _____/per hr.
1.86	Parts, materials, other, cost plus:	_____ %

GROUP 3 -- COMPACTOR HAULING

Pricing is cost PER PULL, based on Monday - Saturday

1.87	1403 MCSO - Estrella Jail 2939 W. Durango Phoenix, AZ	3X	Tu, Th, Sa \$ _____/per pull
1.88	1601 MCSO - Durango Jail 3225 W. Durango Phoenix, AZ	6X	M-Sa \$ _____/per pull

ATTACHMENT A
PRICING PAGE

1.89	1612	MCSO - Towers Jail 3127 W. Durango Phoenix, AZ	2X	Tu, F	\$ _____/per pull
1.90	1962	MCSO - Food Factory 3150 W. Lower Buckeye Rd. Phoenix, AZ	3X	M, W, F	\$ _____/per pull
			3X	M, W, F	\$ _____/per pull
			3X	M, W, F	\$ _____/per pull
1.91	1962	MCSO - Inmate Canteen 3150 W. Lower Buckeye Rd. Phoenix, AZ	3X	M, W, F	\$ _____/per pull
1.92	1963	MCSO - Laundry 3170 W. Lower Buckeye Rd. Phoenix, AZ	3X	M, W, F	\$ _____/per pull
1.93	2855	SE Public Facility 222 E. Javelina Mesa, AZ	1X	Tu	\$ _____/per pull
1.94	3309	MCSO - Madison Street Jail 225 W. Madison St. Phoenix, AZ Compactor - South W/ dock mounted tipper	3X	M, W, F	\$ _____/per pull
1.95	3309	Madison Street Jail (ECB) 225 W. Madison St. Phoenix, AZ Compactor - North W/ built-in tipper	3X	M, W, Sa	\$ _____/per pull
1.96	3310	County Administration Bldg. 301 W. Jefferson St. Phoenix, AZ	1X	M	\$ _____/per pull

OTHER CHARGES:

1.97	Sunday haul rate:	_____ / X the normal pull charge
1.98	Dump fees (landfill charges)	\$ _____/per ton
1.99	Steam cleaning of compactors:	\$ _____/per compactor

ATTACHMENT B
AGREEMENT

The Contractors hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

BY SIGNING THIS AGREEMENT THE SUBMITTING FIRMS CERTIFIES THAT THEY HAVE REVIEWED THE ADMINISTRATIVE INFORMATION AND CONTRACTUAL TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>, AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Minority Business Enterprise (MBE)
_____ Small Business Enterprise (SBE)

FIRM SUBMITTING BID

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

ATTACHMENT C

CONTRACTOR REFERENCES

FIRM SUBMITTING BID: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

ATTACHMENT D

CONTRACTOR INFORMATION

IN OUR CONTINUING EFFORT TO INSURE THAT OUR CONTRACTOR REGISTRATION SYSTEM IS CORRECT, PLEASE FURNISH THE FOLLOWING INFORMATION:

LEGAL NAME OF ORGANIZATION/INDIVIDUAL: _____

DOING BUSINESS AS (IF APPLICABLE): _____

FEDERAL TAX ID NUMBER: _____ MARICOPA COUNTY VENDOR NUMBER: _____

OWNERSHIP INDIVIDUAL/
STATUS: SOLE PROPRIETOR: _____ CORPORATION: _____ PARTNERSHIP: _____ OTHER: _____

CORPORATE ADDRESS: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

WEB SITE ADDRESS: _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ **P.O.** _____ **ACCTS RECEIVABLE** _____ **SOLICITATIONS** _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ **P.O.** _____ **ACCTS RECEIVABLE** _____ **SOLICITATIONS** _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ **P.O.** _____ **ACCTS RECEIVABLE** _____ **SOLICITATIONS** _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NAME OF CONTACT PERSON: _____

NOTE: NO PREFERENCE IN AWARDING CONTRACTS IS GIVEN TO CONTRACTORS REGISTERED WITH MARICOPA COUNTY DEPARTMENT OF MATERIALS MANAGEMENT, HOWEVER, YOU MUST REGISTER AS A CONTRACTOR IF AWARDED A CONTRACT IN ORDER TO FULFILL THE CONTRACTUAL REQUIREMENTS. CONTACT MATERIALS MANAGEMENT AT (602) 506-8718 FOR A REGISTRATION PACKET.

I HEREBY CERTIFY THAT:

1. I AM DULY AUTHORIZED TO CERTIFY THE INFORMATION REQUESTED HEREIN.
2. TO THE BEST OF MY KNOWLEDGE, THE ELEMENTS OF THE INFORMATION PROVIDED HEREIN ARE ACCURATE AND TRUE AS OF THIS DATE.
3. MY ORGANIZATION SHALL COMPLY WITH ALL STATE STATUTES AND FEDERAL EQUAL OPPORTUNITY AND NON-DISCRIMINATION REQUIREMENTS AND CONDITIONS OF EMPLOYMENT IN ACCORDANCE WITH A.R.S. TITLE 41, CHAPTER 9, ARTICLE 4 AND EXECUTIVE ORDER NUMBER 75-5 DATED APRIL 28, 1975.
4. MY ORGANIZATION SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF SOLICITATIONS AND CONTRACTUAL DOCUMENTS, REGULATIONS AND LAWS, AND POLICIES AND PROCEDURES SET FORTH IN THE MARICOPA COUNTY PROCUREMENT CODE APPLICABLE TO THE TYPE OF PROCUREMENT (SERVICE OR COMMODITY).

PRINTED OR TYPED NAME

TITLE

SIGNATURE

DATE

ATTACHMENT D (CONTINUED NEXT PAGE)

PLEASE COMPLETE AND SUBMIT REQUEST FOR TAXPAYER ID AS PART OF THE BID PACKAGE



Form W-9.doc

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).
However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+		+			
or								
Employer identification number								
		+						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

